

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
CA No. 3:22-cv-456

ALEXANDER JOYNER, )  
                          )  
Plaintiff,            )  
                          )  
v.                     )                   **DECLARATION OF JAMES VITALETTI**  
                          )  
FISERV, INC. and FISERV            )  
SOLUTIONS, LLC,        )  
                          )  
Defendants.            )

1. My name is James Vitaletti, and I am a resident of Bethesda, Maryland.
2. I am over 18 years of age and competent to testify to the matters contained in this Declaration. This Declaration is based upon my own personal knowledge and my review of records kept by Fiserv, Inc. and Fiserv Solutions, LLC in the usual and ordinary course of business and overseen by me.
3. At all relevant times, I have been employed by Fiserv Solutions, LLC, which is a wholly owned subsidiary of Fiserv, Inc.
4. I hold the position of Cyber Security Investigator for Fiserv Solutions, and I have held that position since March 1, 2021.
5. In my role as a Cyber Security Investigator, I am responsible for cyber-focused investigations, digital forensics, as well as evidence collection, preservation, and analysis. I also support other investigative needs and incident response requirements across the global enterprise.
6. On December 15, 2022, I was asked to review Alexander Joyner's Fiserv email account activity for the Fiserv Sales Compensation Plan Terms, Conditions and Acknowledgement document from March 1, 2021, and a similar document from February 3, 2020.
7. I used Microsoft O365 Purview and determined Joyner's Fiserv email account was alex.joyner@fiserv.com.
8. Fiserv employees access their Fiserv email account by first logging into their Fiserv computer or Fiserv mobile device with their unique User ID and password, and then opening the Microsoft Outlook application. Employees are not able to log into a different

employee's computer with their individual credentials. Further, Fiserv's policies prohibit employees from sharing their log-in credentials with others.

9. I located an email titled "ACTION NEEDED: Your 2020 Sales Compensation Plan - US (correct attachment)" sent on February 3, 2020, from Jeff Schlichting at Jeff.Schlichting@firstdata.com; on behalf of Sales-Compensation-Team@firstdata.com to alex.joyner@fiserv.com. A true and correct copy of this email, including attachments, is attached as Exhibit A to this Declaration.

10. I also located an email titled "Your 2021 Sales Compensation Plan - Regional (U.S.)" that was sent on February 12, 2021, at 1:16 PM from Michael Keeter michael.keeter@Fiserv.com, on behalf of sales-compensation-team@fiserv.com to alex.joyner@fiserv.com. A true and correct copy of this February 12, 2021 email, including attachments, is attached to this Declaration as Exhibit B.

11. I then exported Exhibit B and related records including a manifest and results from Microsoft Purview. Review of the exported records revealed Exhibit B was received by alex.joyner@fiserv.com on February 12, 2021, at 1:16 PM, and then opened by the recipient.

12. I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct and based upon my own personal knowledge.

This 21st day of December, 2022.



JAMES VITALETTI

**From:** Schlichting, Jeff <Jeff.Schlichting@firstdata.com> on behalf of Sales-Compensation-Team <sales-compensation-team@fiserv.com>  
**Sent:** Monday, February 3, 2020 5:48 PM  
**To:** Sales-Compensation-Team  
**Subject:** ACTION NEEDED: Your 2020 Sales Compensation Plan - US (correct attachment)  
**Attachments:** 2020 SMB Regional BC Sales Comp Plan.pdf; Corrected - Instructions for Signing your Sales Comp Documents.pdf

**Dear Regional Business Consultant and Senior Business Consultant:**

This email has the correct Instructions attachments.

This email contains the 2020 Sales Compensation Plan documents and instructions on how to electronically sign the 2020 Sales Compensation Plan Terms, Conditions, and Acknowledgement and associated Post-Employment Obligations ("Terms and Conditions"). Fiserv requires that you electronically acknowledge/sign the Terms and Conditions within 30 days of the receipt of this email. Your acknowledgment signifies that you have read, understand, and agree to the Terms and Conditions and the 2020 Sales Compensation Plan. If you do not electronically acknowledge the Terms and Conditions within the time permitted, you will not be eligible to receive incentive compensation under the Plan.

**Below you will find the 2020 Sales Compensation Plan documents:**

- The 2020 Fiserv SMB Regional Sales Business Consultant, Sales Compensation Plan
- The Terms and Conditions (delivered via hyperlink)
- Instructions for signing the Terms and Conditions

The instructions guide you through the process of opening the hyperlink and the four fields of data you provide for electronically signing the Terms and Conditions. Once you have signed the Terms and Conditions you will be able to download and print the signed form.

**Steps you should take:**

- Thoroughly review the 2020 Sales Compensation Plan documents
- Address any questions you may have with your manager
- **Electronically sign the Terms and Conditions acknowledging receipt of these documents and post-employment obligations within 30 days of the receipt of this email.**

These documents are confidential and proprietary. Please do not distribute them.

Thank You!

**Fiserv Sales Compensation Team**

For best results, please open the PDF files and select the hyperlink using your Company-issued computer.

- 2020 First Data SMB Regional Sales Business Consultant, Sales Compensation Plan (PDF attachment)
- 2020 Terms, Conditions, and Acknowledgement (see Hyperlink below)  
<https://signnow.com/s/RoNbBHKX>

- Instructions for opening the 2020 Sales Compensation Plan Terms, Conditions, and Acknowledgement Hyperlink and electronically acknowledging receipt of your 2020 Sales Compensation documents (PDF attachment)



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FORTUNE Magazine **World's Most Admired Companies**® 2014 | 2015 | 2016 | 2017 | 2018 | [2019](#)

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# Instructions on Signing your Sales Compensation Terms and Conditions

## Step 1:

- Open the Email via your company issued laptop. It will look much like the screenshot on this page.
- [Click the hyperlink](#) in the email to open the signing document
- Try “[Ctrl & Click](#)” if a simple “Click” is not successful

Dear Regional Business Consultant and Senior Business Consultant:

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Fiserv Sales Compensation Team

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- 2020 First Data SMB Regional Sales Business Consultant, Sales Compensation Plan (PDF attachment)
- 2020 Terms, Conditions, and Acknowledgement (see [Hyperlink below](#))  
<https://signnow.com/s/6YWZZDJY>
- Instructions for opening the 2020 Sales Compensation Plan Terms, Conditions, and Acknowledgement Hyperlink and electronically acknowledging receipt of your 2020 Sales Compensation documents (PDF attachment)

**Step 2:**

A screen like this should appear

- Click "Get Started"

Hi, Guest Signer

sales-compensation-team@firstdata.com has invited you to fill out and sign this in 4 places.

4 Required

Your use of this site is subject to [Terms of Service](#) and [Privacy Policy](#).

Employee ID **8-digit Fiserv Emp ID\***  
First Name **First Name \***  
Last Name **Last Name \***

2020 Sales Compensation Plan Terms, Conditions, and Acknowledgment

Where used in these Terms and Conditions, the term "Plan" refers to all US (excluding CA residents) sales compensation plan document(s), including Employment Obligations, applicable to Participant at any time during the Plan Year and as may be separately

**Get Started**

**Note:** At anytime you may click on the "Next" button to transport you to the next fillable field

Employee ID **8-digit Fiserv Emp ID\***  
First Name **First Name \***  
Last Name **Last Name \***

2020 Sales Compensation Plan Terms, Conditions, and Acknowledgment

Where used in these Terms and Conditions, the term "Plan" refers to all

**NEXT**

**Step 3:**

On the document, **there are 4 places to enter information**, these are indicated by the orange boxes shown below.

The orange arrow will guide you to each

**Note: YOUR EMPLOYEE ID IS THE 8 DIGIT ID AT THE TOP OF YOUR WORKDAY HOME PAGE (in FUEL, next to your name).** Do not use your six digit original First Data employee ID.

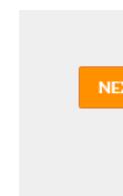


Employee ID	<b>8-digit Fiserv Emp ID*</b>
First Name	<b>First Name *</b>
Last Name	<b>Last Name *</b>

**2020 Sales Compensation Plan Terms, Conditions, and Acknowledgment**

Where used in these Terms and Conditions, the term "Plan" refers to all US (excluding CA residents) sales compensation plan document(s), including Employment Obligations, applicable to Participant at any time during the Plan Year and as may be separately

The fourth box to complete can be found towards the bottom of page 5



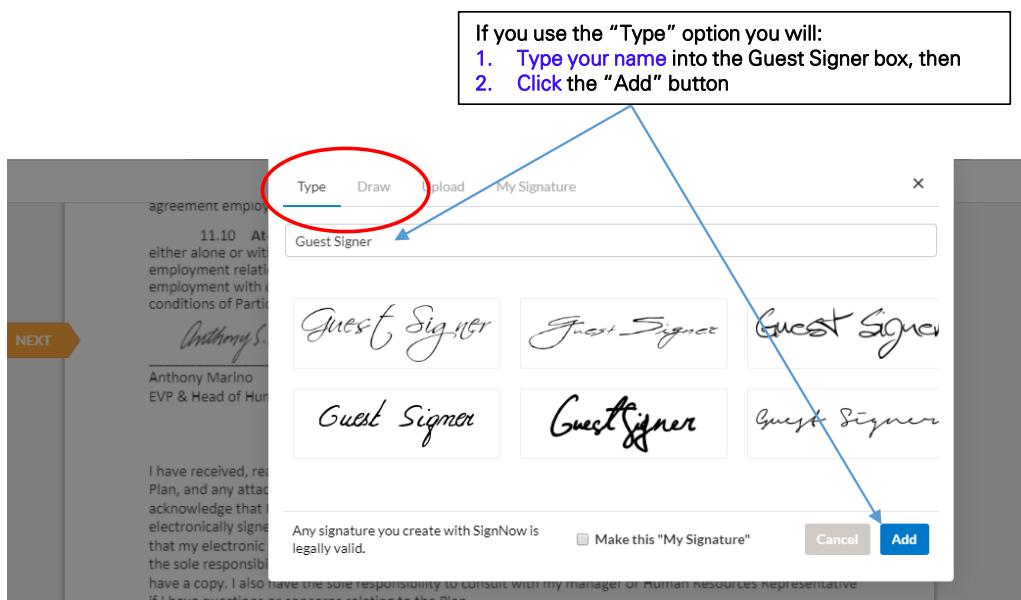
employment with or without cause or notice, at any time. Additionally, the Company may change the terms and conditions of Participant's employment at any time at its sole discretion.

Anthony Marino  
EVP & Head of Human Resources

<b>Signature Field</b>
------------------------

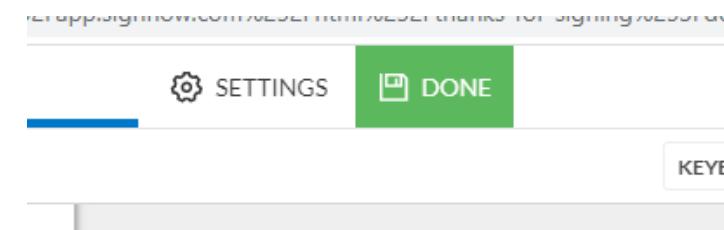
**ACKNOWLEDGMENT**

**Note:** It is recommended you complete the signature field requirement by using either the "Type" or "Draw" signing options from the box shown below



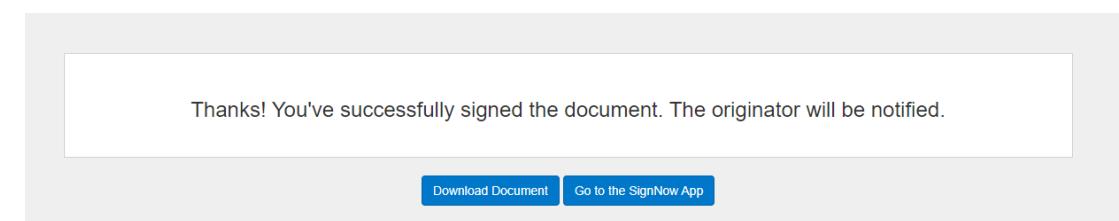
#### Step 4:

- Once all four fields are entered, the "Done" button at the top of the page will turn green
- Click "Done"



#### Step 5:

- After clicking the green "Done" button, the Sign Now tool will process your acknowledgement and then the following box will appear.
- Click "Download Document" to download a signed copy for your records



**2020 Fiserv SMB Regional Sales  
Business Consultant Sales Compensation Plan  
January 1, 2020**

This document, along with any attachments mentioned in this document or any other document(s) which are incorporated by reference (collectively the “Plan”), is the sole cash incentive compensation program for services Participant provides to Participant’s legal employing entity and its affiliated business units (individually and collectively the “Company”) during the Plan Year (2020). This Plan is subject to and incorporates the terms, conditions, and other provisions contained in the 2020 Sales Compensation Plan Terms, Conditions, and Acknowledgment (“Terms and Conditions”).

This Plan commences and is effective on January 1, 2020 (“Effective Date”). Incentive payment(s) under this Plan will be earned and payable as long as Participant meets all of the earnings events for each incentive component as identified in this Plan, is employed as a Regional Business Consultant during the Measurement Period, and acknowledges and complies with the Terms and Conditions.

Capitalized terms not defined in this Plan will have the meanings from the Terms and Conditions.

**Component Overview**

<b>Component</b>	<b>Measurement Period</b>
A. Location Incentive	Monthly
B. Technology & Solutions Incentive	Monthly
C. Upfront Fees Incentive	Monthly
D. Recurring Revenue Incentive (Including Telecheck)	Monthly
E. Clover Capital Incentive	Monthly
F. Money Network Incentive	Monthly

*Note: 1STAR is the definitive system of record to compile dates, counts, revenues, and all other information used to calculate the above incentives awarded under this Plan.*

**Component A – Location Incentive (with minimum Qualifying Revenue requirement)**

<b>Qualified Location Category</b>	<b>One-Time Incentive Per Qualified Location</b>
Self-Sourced Qualified Locations with Credit Approval Month in 2020	\$250
Self-Sourced Qualified Locations with Credit Approval Month in 2019	\$200
All Other Qualified Locations, including all Additional Locations	\$75

**Qualified Location:** A Qualified Location is a Location that:

1. Is credited to Participant in 1STAR while Participant was in this role;
2. Has produced a minimum of \$75.00 of cumulative Qualifying Revenue within that Location’s Qualifying Period; and
3. Remains open at the end of the Measurement Period.

Each Location can only be a Qualified Location in one (1) Measurement Period. This includes TeleCheck-only Locations; however, a TeleCheck Subscriber ID that is affiliated with a Bankcard MID is not a Location for this Component A.

Qualifying Revenue: Qualifying Revenue is Recurring Revenue, including TeleCheck Recurring Revenue, less minimum processing fees and monthly fees. Monthly fees include paper statement fees, TransArmor fees, SaaS fees, and other non-transactional fees.

Qualifying Period: The Qualifying Period for each Location begins the month in which the Location processes its first batch of customer transactions exceeding \$20.00 (the “Starting Month”) and continues through the fourth (4th) full calendar month following the Starting Month. The Starting Month for a TeleCheck-only Location is based on installation date in TUMSS, a TeleCheck system.

Self-Sourced: Self-Sourced Locations include Lead Accounts from opportunities that were:

1. Directly identified by Participant, not from a Company referral partner (Lead Type = Self Sourced); or
2. Referred by one of Company’s customers (Lead Type = Merchant Refer A Friend); or
3. Referred by a local referral partner, if the partner was directly identified & developed by Participant (Lead Type = Self Sourced).
4. Other cases as specified by Senior Management, in its sole discretion, and as communicated separately from this Plan.

A Location that is Self-Sourced must be identified as such in Salesforce.com by Participant. TeleCheck-only Locations and all Additional Locations are not considered Self-Sourced for this Component A, regardless of how Participant identified the original opportunity.

Qualified Location examples for this Component A:

*Example 1 – Location 1 is Signed in January 2020, processes its first batch of customer transactions exceeding \$20.00 in January, meets the \$75.00 Qualifying Revenue requirement in February, and remains open through 02/28/20. Participant will be credited with one (1) Qualified Location for the February Measurement Period.*

*Example 2 – Location 2 is Signed in January 2020, processes its first batch of customer transactions exceeding \$20.00 in January, but does not meet the \$75.00 Qualifying Revenue requirement prior to 05/31/20 (the end of this Location’s Qualifying Period). Participant will NOT be credited with a Qualified Location under this Component A.*

*Example 3 - A two (2) Location Contract is Signed in December 2019. Both Locations process their first batch of customer transactions exceeding \$20.00 in January 2020. Location A meets the \$75.00 Qualifying Revenue requirement in February and remains open through 02/28/20. Location B meets the \$75.00 Qualifying Revenue requirement in March and remains open through 03/31/20. Participant will be credited with two (2) Qualified Locations, with one (1) recognized in each of the February and March Measurement Periods, respectively.*

Proper Designation of Self-Sourced Locations: Participant is responsible for accurately recording which Locations are Self-Sourced. A Participant must not indicate that a Location (outlet) is Self-Sourced when it resulted from a partner referral. Knowingly incorrectly recording a Location as Self-Sourced is falsification of Company records and is a violation of the Sales Code of Conduct.

- **When Earned and Payable:** Subject to other terms and conditions noted in this Plan and the Terms and Conditions, the Location Incentive is not earned and payable until Participant has at least one (1) Qualified Location in the Measurement Period (also referred to as “earnings event”).
- **Measurement Period:** The Measurement Period is one (1) calendar month.
- **How the Calculation Works:**
  1. Count Participant’s Qualified Locations during the Measurement Period for each category in the rate table under this Component A.
  2. Multiply each category’s count, from step 1, by the applicable incentive for that category from the same rate table.
  3. Sum the individual category amounts from step 2 to calculate Participant’s total one-time Location Incentive for that Measurement Period.

## Component B – Technology & Solutions Incentive

<b>Technology &amp; Solutions Incentive</b>	One-Time incentive paid according to the Senior Management Approved Technology & Solutions Grid to be distributed separately from this Plan
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- **When Earned and Payable:** Subject to other terms and conditions noted in this Plan and the Terms and Conditions, incentive for a Technology & Solutions Item (“Item”) is not earned and payable until the applicable condition listed below, based on that Item’s lease/rental/sale type, has been met (also referred to as “earnings event”):
  1. Technology & Solutions Sale Item - upon Invoicing
  2. Lease or Rental Item – upon FDGL’s receipt of the first six (6) months of Lease or Rental payments

Prior to the occurrence of the applicable earnings event under this Component B, the Company will pay, as an advance, 100% of the Technology & Solutions Grid incentive for each Item deployed in the Measurement Period from Participant’s Contracts. If an Item later fails to meet its earnings event, 100% of that advance will be recovered.

- **Measurement Period:** The Measurement Period is one (1) calendar month.
- **How the Calculation Works:**
  1. For each Item from Participant’s Contracts that was deployed in the Measurement Period, obtain the one-time Technology & Solutions Grid incentive amount.
  2. For any Item that failed its applicable earnings event during this Measurement Period, calculate adjustment to recover the prior advance.
  3. Sum amounts from steps 1 and 2 to calculate Participant’s total one-time Technology and Solutions Incentive for that Measurement Period.

## Component C – Upfront Fees Incentive

<b>Upfront Fees</b>	<b>50% of Upfront Fees Invoiced in the Measurement Period</b>
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- When Earned and Payable: Subject to other terms and conditions noted in this Plan and the Terms and Conditions, the Upfront Fees Incentive is not earned and payable until Upfront Fees from Participant's Contracts have been Invoiced and not refunded during the same month or the following three (3) months (also referred to as "earnings event").

Prior to the occurrence of this earnings event, the Company will pay, as an advance, 100% of the Upfront Fee Incentive upon Invoicing of specific Upfront Fees. If a specific Upfront Fee later fails to meet its earnings event, 100% of the advance will be recovered.

- Measurement Period: The Measurement Period is one (1) calendar month.
- How the Calculation Works:
  1. Sum Upfront Fees Invoiced in the Measurement Period from Participant's Contracts.
  2. Apply the 50% rate from the rate table under this Component C to the step 1 sum.
  3. For any Upfront Fee that failed its earnings event during this Measurement Period, calculate adjustment to recover the prior advance.
  4. Sum the amounts from steps 2 and 3 to calculate Participant's total one-time Upfront Fees Incentive for that Measurement Period.

## Component D – Recurring Revenue Incentive

<b>Rolling 13 Measurement for Tenured Participants</b>	<b>Commission Rates</b>
\$155,000 and above	30.0%
\$125,000 to \$154,999.99	26.0%
\$95,000 to \$124,999.99	23.0%
\$65,000 to \$94,999.99	20.5%
\$50,000 to \$64,999.99	17.5%
\$40,000 to \$49,999.99	12.0%
\$0 to \$39,999.99	7.0%
<b>Non-Tenured Participant</b>	<b>20.0% (minimum)</b>

Commissionable Period: The Recurring Revenue Incentive for each Location may be earned over a period of thirty-six (36) consecutive months (Measurement Periods) beginning with and including that Location's Credit Approval Month ("Commissionable Period"), providing that Participant is employed during the Measurement Period in a Regional Business Consultant role.

Commission Rate: A Tenured Participant's Commission Rate is determined each Measurement Period by performing a 13-month revenue calculation (the "Rolling 13 Measurement") and comparing the result to the table above under this Component D. Non-Tenured Participant Commission Rates are explained below in this Component D. All commission rates referenced in prior year Plans are replaced by the Commission Rates in this Component D.

**Rolling 13 Measurement:** The Rolling 13 Measurement is performed each Measurement Period, for Tenured Participants, as follows;

1. Sum all Recurring Revenue, including TeleCheck Recurring Revenue, produced during the Measurement Period and the prior twelve (12) months from Participant's Locations with Credit Approval Month in the same thirteen (13) month period.
2. Sum Participant's Money Network Revenue Credits from these same 13 months.
3. Sum Participant's Clover Capital Gross Profit from these same 13 months; excluding Clover Capital Gross Profit funded by FDGL during Calendar 2020.
4. Sum the totals from steps 1, 2, & 3 and compare this sum to Component D's rate table to determine Tenured Participant's Commission Rate for that Measurement Period.

**Non-Tenured Participant:** A Participant is a Non-Tenured Participant during Participant's initial month in the Regional Business Consultant role and the twenty-four (24) consecutive months that immediately follow Participant's initial month. During these months, a Non-Tenured Participant will receive a commission rate that is the higher of: 1) the rate determined by performing a Rolling 13 Measurement or 2) 20%. The following is an example of when a Participant is considered a Non-Tenured Participant:

- Hire Date = January 17, 2019
- Initial month = January 2019
- Participant is a Non-Tenured Participant from January 2019 through January 2021
- Participant switches from Non-Tenured Participant to Tenured Participant February 2021

**Tenured Participant:** A Participant becomes a Tenured Participant upon the expiration of her/his Non-Tenured Participant status.

**Commissionable Locations:** For each Measurement Period, Commissionable Locations are Locations with Credit Approval Month during the Measurement Period or the immediately prior thirty-five (35) months and that are credited to Participant in *1STAR* while Participant is employed as a Regional Business Consultant.

- **When Earned and Payable:** Subject to other terms and conditions noted in this Plan and the Terms and Conditions, Recurring Revenue Incentive is not earned and payable until all of the following conditions have been met (also referred to as "earnings events"):
  1. Calculation of Participant's Recurring Revenue Incentive for Measurement Period, and
  2. Calculation of Measurement Period capping as outlined below.
- **Measurement Period:** The Measurement Period is one (1) calendar month.
- **How the Calculation Works:**
  1. Calculate Net Recurring Revenue produced during the Measurement Period for each of Participant's Commissionable Locations.
  2. Apply Participant's Commission Rate for that Measurement Period, as specified above under this Component D, to the Net Recurring Revenue as calculated in step 1.
  3. Apply caps to any Relationship that meets or has met the 2020 caps specified in this Component D below.
  4. Sum these incentive amounts, net of any cap, to calculate Participant's Recurring Revenue Incentive for that Measurement Period.

- Subject to Cap: For each Relationship, an annual Recurring Revenue Incentive cap of \$30,000 applies in each Plan Year. On January 1<sup>st</sup> of each Plan Year, annual Recurring Revenue Incentive for each Relationship is reset to \$0 and payment for a specific Relationship is only capped after \$30,000 of Recurring Revenue Incentive has been earned by all Participants under any of Company's Plans in that Plan Year from that Relationship. Capping one (1) Relationship has no impact on incentives from other Relationships or on other Components under this Plan.

In addition, each TeleCheck Relationship has a separate annual Recurring Revenue Incentive cap of \$30,000 that applies in each Plan Year. On January 1<sup>st</sup> of each Plan Year, annual Recurring Revenue Incentive for each TeleCheck Relationship is reset to \$0 and payment for a specific TeleCheck Relationship is only capped after \$30,000 of Recurring Revenue Incentive has been earned by all Participants under any of Company's Plans in the Plan Year from that TeleCheck Relationship. A customer of the Company may be both a Relationship and a TeleCheck Relationship. Capping one (1) TeleCheck Relationship has no impact on incentives from other TeleCheck Relationships or on other Components under this Plan.

- Clarification #1: The Participant who obtained the Contract that resulted in a Location is the Participant of record in 1STAR and is the only Participant eligible to receive Recurring Revenue Incentive for that Location. Amending an existing Contract or obtaining a new Contract that adds products or services for an existing Location (commonly known as "cross selling into an existing Location") does not alter or extend the 36 month Commissionable Period for that Location nor does it create eligibility for another Participant to receive Recurring Revenue Incentive on that Location.

*Example: Participant A obtained a Contract that resulted in one (1) Location. Six (6) months later, Participant B cross sells additional services for the existing Location. Participant B is not eligible for any Recurring Revenue Incentive from this Location. In addition, the Commissionable Period for this Location has not been altered or extended. Participant A remains eligible, subject to all other terms and conditions noted in this Plan and the Terms & Conditions, for all Recurring Revenue Incentive from this Location including services sold by Participant B. Participant B is not eligible for any Recurring Revenue Incentive from this Location.*

- Clarification #2: A Participant who obtains a Contract for a Technology or Solution Item may be eligible for Technology & Solutions Incentive; however, that Participant is not eligible for Recurring Revenue Incentive unless the Participant is also the Participant of record in 1STAR (under this Regional Business Consultant role) for that Location.

*Example: Participant 1 obtained a Contract that resulted in one (1) Location. At a later date, Participant 2 obtained a Contract that sold Clover™ equipment to this Location, including a monthly SaaS fee. Participant 2 may be eligible for Technology & Solutions Incentive; however, Participant 2 is not entitled to Recurring Revenue Incentive for the SaaS fees. Participant 1 is eligible for Recurring Revenue Incentive for the SaaS fees sold by Participant 2, subject to all other terms and conditions noted in this Plan and the Terms and Conditions.*

## Component E – Clover Capital Incentive

	One-Time Incentive Rates
Clover Capital Incentive Rate for <b>New Advance</b>	15%
Clover Capital Incentive Rate for <b>Renewal Advance</b>	7%

**Note:** See ‘Plan Definitions’ for an explanation of New Advance and Renewal Advance

- **When Earned and Payable:** Subject to other terms and conditions noted in this Plan and the Terms and Conditions, the Clover Capital Incentive is not earned and payable until Participant secures at least one (1) Contract resulting in a merchant’s Clover Capital Funding Date during the Measurement Period (also referred to as “earnings event”).
- **Measurement Period:** The Measurement Period is one (1) calendar month.
- **How the Calculation Works:**
  1. Separately sum Clover Capital Gross Profit for all of Participant’s New and Renewal Advances with Clover Capital Funding Date in the Measurement Period.
  2. Apply the applicable commission rate in the table above under this Component E to the applicable sum from step 1 to calculate each category’s incentive amount.
  3. Sum the New & Renewal amounts from step 2 to calculate Participant’s total one-time Clover Capital Incentive for that Measurement Period.

## Component F – Money Network Incentive

Money Network Payroll program	\$0.75 per Money Network® card active in the Measurement Period (during each Contract’s Incentive Inclusion Period)
Money Network 1099 program	\$0.20 per Money Network® card active in the Measurement Period (during each Contract’s Incentive Inclusion Period)

**Eligible Money Network Contract:** Each Money Network Contract secured by Participant is eligible for the Money Network Incentive during the 36 consecutive calendar months (“Incentive Inclusion Period”) beginning with and including the month it first produces an active card; however, the Contract must produce an active card within 12 calendar months from Contract Signing, inclusive of the Contract month to be an Eligible Money Network Contract.

- **When Earned and Payable:** Subject to other terms and conditions noted in this Plan and the Terms and Conditions, the Money Network Incentive is not earned and payable until Participant’s Eligible Money Network Contracts generate at least one (1) active card in the Measurement Period (also referred to as “earnings event”).
- **Measurement Period:** The Measurement Period is one (1) calendar month.
- **How the Calculation Works:**
  1. For each program in the table above under this Component F, count all cards from Eligible Money Network Contracts that were active in the Measurement Period.
  2. Multiple these counts by the applicable rate for that program as specified in the table above under this Component F.
  3. Sum the results from step 2 to calculate Participant’s total Money Network Incentive for that Measurement Period.

## New Hire Commission Floor

New Hire Participation Month	Commission Floor
1 <sup>st</sup> Month	\$1,500
2 <sup>nd</sup> Month	\$1,500
3 <sup>rd</sup> Month	\$1,500
4 <sup>th</sup> Month	\$1,500
5 <sup>th</sup> Month	\$1,500
6 <sup>th</sup> Month	\$1,500
7 <sup>th</sup> Month	\$1,500
8 <sup>th</sup> Month	\$1,500
9 <sup>th</sup> Month	\$1,500
10 <sup>th</sup> Month	\$1,500
11 <sup>th</sup> Month	\$1,500
12 <sup>th</sup> Month	\$1,500

**When Earned and Payable:** Subject to other terms and conditions noted in this Plan and the Terms and Conditions, a New Hire is eligible to receive a New Hire Commission Floor during each of her/his first twelve (12) months as a Participant. Participants must be actively employed as a Participant on the last day of a Measurement Period to receive a New Hire Commission Floor for that Measurement Period. During his/her first twelve (12) months, an eligible New Hire is paid the greater of:

1. \$1,500 as specified in the table above under this New Hire Commission Floor; or
2. The sum of earned incentives as specified above in this Plan's Components A through F plus any amounts paid under a contest, campaign, or promo.

- **Measurement Period:** The Measurement Period is one (1) calendar month.
- **How the Calculation Works:**
  1. Total all incentives payable to eligible New Hire under Components A through F for the Measurement Period, including advances and any amounts paid under a contest, campaign, or promo.
  2. Pay the larger of \$1,500 or the total from step 1 as New Hire's total incentive for that Measurement Period.

*Example: A New Hire is in her/his 5<sup>th</sup> New Hire Participation Month. Actual incentives from Components A through F for this 5<sup>th</sup> Month = \$1,800. Participant will be paid \$1,800 for the 5<sup>th</sup> Month (not \$3,300 = \$1,800 + \$1,500).*

The New Hire Commission Floor is payable monthly, and at the same time as all incentives under this Plan, which is at the end of the month following the Measurement Period.

## Plan Definitions:

In addition to the definitions in the Terms and Conditions, the following apply to this Plan:

- **ISTAR:** The proprietary system for calculating incentives under the Plan. *ISTAR* compiles information from various processing/billing systems within the Company. In the event that other systems or reports contradict *ISTAR*, the information in *ISTAR* overrides all other systems, reports, or data.
- **Additional Location:** Any Bankcard MID under a Relationship other than the Lead Account. Each Bankcard MID is either a Lead Account or an Additional Location.
- **Bankcard MID:** Unique merchant identification number in the Company's systems for processing Visa™, MasterCard®, and other payment transactions.
- **Clover Capital - Contracted Amount:** For each Clover Capital™ Contract, the Contracted Amount is the total amount that merchant commits to pay to Company over time.
- **Clover Capital – Funded Amount:** For each Clover Capital™ Contract, the Funded Amount is the amount that FDGL provides to the merchant on the Clover Capital Funding Date.
- **Clover Capital - Funding Date:** For each Clover Capital™ Contract, the date FDGL sent the Clover Capital™ Funded Amount to the merchant's bank account ("Purchase Date" in *ISTAR*).
- **Clover Capital - Gross Profit:** For each Clover Capital™ Contract, the Contracted Amount less the Funded Amount.
- **Clover Capital - New Advance:** A Clover Capital advance to a Bankcard MID that does not currently have a cash-advance balance owed to FDGL and has not owed a cash-advance balance to FDGL during the 180 days immediately preceding this Contract's Clover Capital Funding Date.
- **Clover Capital - Renewal Advance:** A Clover Capital advance to a Bankcard MID that currently has a cash-advance balance owed to FDGL or has owed a cash-advance balance to FDGL during the 180 days immediately preceding this Contract's Clover Capital Funding Date.
- **Clover App Market Apps:** Clover App Market Apps are products or services that can be purchased (or subscribed to) by Bankcard MIDs using Clover™ equipment or solutions. This includes proprietary and non-proprietary applications. In general, only 30% of revenue from Clover App Market Apps is counted as Recurring Revenue.
- **Credit Approval Month:** The first calendar month in which a Location has a status "16" in the Company's systems, per the date in the "APPROVDATE" field in *ISTAR*.
- **FDGL:** First Data Global Leasing, one of the Company's affiliated business units
- **Invoice (Invoicing, Invoiced):** An Invoice is a bill to a merchant. Each bill is Invoiced on the date the bill is transmitted to the merchant.
- **Lead Account:** The initial Bankcard MID in a Relationship. A Relationship has only one (1) Lead Account, based on logic in the Company's processing system(s).

- **Lead Type:** The source of a sales opportunity as specified in the Salesforce.com Lead Type field for that opportunity. Lead Types include (but are not limited to): Bank Referral, Additional Locations, Merchant Refer A Friend, and Self Sourced.
- **Lease:** A customer's Contract with FDGL to pay for the use of Company's equipment, products, or services using a lease agreement, including recourse leases.
- **Location:** A Location is one of the following: 1) a Bankcard MID; 2) a TeleCheck-only Location; or 3) a Bankcard MID with an affiliated TeleCheck Subscriber ID. A Location that is cancelled or closed, for any reason, in the same month as its Credit Approval Month is not a Location and is not eligible for any incentives under this Plan.
- **Money Network Revenue Credit:** Money Network Revenue Credit for Participant's Money Network Contracts will be calculated as follows:
  - This is only for Rolling 13 Measurement and is not for Net Recurring Revenue.
  - Each Money Network Contract is eligible during the 13 consecutive calendar months (the "Revenue Inclusion Period") beginning with and including the first month it produces an active card; however, the Contract must produce an active card within 12 calendar months from Signing, inclusive of Contract month.
  - The count of Money Network® cards from Contracts in their Revenue Inclusion Period that are active in the Measurement Period will be multiplied by the following applicable revenue crediting rate:
    - Money Network® Payroll Program = \$8.75 per active card
    - Money Network® 1099 Program = \$2.00 per active card
  - Sum the results for both programs to calculate Participant's Money Network Revenue Credit for that Measurement Period.
- **Net Recurring Revenue:** The result of the following calculation: Recurring Revenue minus the following deductions:
  - A floor of 8 basis points (8 bp) times MasterCard® and Visa™ net sales volume
  - 12.5% of Recurring Revenue

NOTE: Relationships with Signed sales volume of \$10,000,000 or greater will have a 4 bp floor instead of the 8 bp floor above (except in instances where the Relationship's average ticket is less than \$25, then the 8 bps floor must remain in effect).

Locations that qualify for the 4 bp floor include:

- One (1) Location with a Signed sales volume of \$10,000,000 or greater.
- A new Relationship whose Locations have an aggregate Signed sales volume of \$10,000,000 or greater.
- A new Location for an existing Relationship resulting in an aggregate Signed sales volume of \$10,000,000 or greater.

Net Recurring Revenue from TeleCheck Subscriber IDs is defined as 60% of TeleCheck Recurring Revenue (where the 40% reduction represents an estimate of warranty cost and other direct expenses). TeleCheck Recurring Revenue is not subject to the 8 bp floor, 4 bp floor, or 12.5% deductions mentioned in this definition.

**Example 1:**

Participant's Bankcard MID 1 is a Commissionable Location with net sales volume of \$300,000 and Recurring Revenue of \$2,000 in a Measurement Period. The Net Recurring Revenue for that Measurement Period is calculated as follows:

$$\begin{aligned} \$2,000 - (\$300,000 \times 0.08\%) - (\$2,000 \times 12.5\%) \\ \$2,000 - \$240 - \$250 = \$1,510 \text{ Net Recurring Revenue} \end{aligned}$$

**Example 2:**

Participant's TeleCheck-only Location 2 is a Commissionable Location and produces TeleCheck Recurring Revenue of \$2,000 in a Measurement Period. The Net Recurring Revenue for that Measurement Period is calculated as follows:

$$\begin{aligned} \$2,000 - (\$2,000 \times 40\%) \\ \$2,000 - \$800 = \$1,200 \text{ Net Recurring Revenue} \end{aligned}$$

- **New Hire:** A Plan Participant whose participation commencement date in this Plan (either through commencement of employment with the Company or transfer into participation from a non-sales role) is in the Plan Year. New Hire excludes Participants transferring from another sales role, a temporary assignment, or a pilot program within the Company, unless otherwise specified at the sole discretion of Senior Management.
- **Non-Recurring Revenue:** Revenue that is not Invoiced on a recurring basis or is specified here, including: 1) Technology & Solutions Sale revenue; 2) Upfront Fees; 3) Lease revenue; and 4) Rental revenue.
- **Recurring Revenue:** All revenue from a Bankcard MID that is Invoiced on a recurring basis and/or is recurring in nature. Recurring Revenue includes discount revenue, authorization and settlement fees, monthly fees, batch fees, approximately 30% of Clover App Market App revenue, SaaS fees (example: SaaS fees associated with Clover™), and applicable Revenue Adjustments. Recurring Revenue is reduced by the cost of interchange, assessments, payment brand fees, cost of goods sold for items such as gift card plastics, and other direct expenses tied to Recurring Revenue. Recurring Revenue excludes Non-Recurring Revenue, Clover Capital™ revenue, Money Network® revenue, and supplies.
- **Regional Business Consultant:** A Participant under this Plan. A Regional Business Consultant may also be referred to as: Business Consultant, Business Consultant I, Business Consultant II and Senior Business Consultant.
- **Relationship:** A customer for Company's processing services as defined in the Company's processing system(s). Each Relationship has only one (1) Lead Account and may have Additional Locations. A customer can be both a Relationship and a TeleCheck Relationship.
- **Rental:** A customer's Contract with Company to pay for the use of Company's equipment, products, or services using Company's rental agreement.
- **Revenue Adjustments:** Changes to an Invoice that reduce or increase the balance due and revenue recognized from that Bankcard MID or TeleCheck Subscriber ID. An example of a Revenue Adjustment is a revenue reduction or increase to correct prior over or under billing.
- **SaaS:** Software as a Service.
- **Technology & Solutions Sale:** The purchase by a customer of equipment, products, or services from the Company using Company's sale agreement.

- **TeleCheck-only Location:** A TeleCheck Subscriber ID not affiliated with a Bankcard MID.
- **TeleCheck Recurring Revenue:** Revenue from a TeleCheck Subscriber ID that is Invoiced on a recurring basis and/or is recurring in nature. TeleCheck Recurring Revenue is calculated as follows: 1) check volume is multiplied by the contractual rate; plus 2) transaction count is multiplied by the contractual transaction fee(s); plus 3) minimums; plus 4) statement fees; and minus or plus 5) applicable Revenue Adjustments.
- **TeleCheck Relationship:** A customer for Company's TeleCheck services, identified by TeleCheck Bill-to ID. TeleCheck Relationships have one or more TeleCheck Subscriber ID(s). A customer can be both a Relationship and a TeleCheck Relationship.
- **TeleCheck Subscriber ID:** The identification number for one (1) TeleCheck product/service for a specific customer. A TeleCheck Subscriber ID is normally affiliated with a Bankcard MID when a customer uses the Company for card and check processing.
- **Upfront Fees:** One-time fees Invoiced to a customer by Company. Upfront Fees include setup, application, and installation activity.

**From:** Keeter, Mike (Frisco) <michael.keeter@Fiserv.com> on behalf of Sales-Compensation-Team <sales-compensation-team@fiserv.com>  
**Sent:** Friday, February 12, 2021 1:17 PM  
**To:** Sales-Compensation-Team  
**Subject:** Your 2021 Sales Compensation Plan - Regional (U.S.)  
**Attachments:** Instructions on Signing your Sales Comp Documents.pdf; 2021 SMB Regional BC Sales Comp Plan.pdf

**Dear Regional Business Consultant and Senior Business Consultant:**

This email contains your 2021 Sales Compensation Plan documents and instructions on how to electronically sign your 2021 Fiserv Sales Compensation Plan Terms, Conditions, and Acknowledgement and associated Post-Employment Obligations ("Terms and Conditions"). Fiserv requires that you electronically acknowledge/sign/agree to the Terms and Conditions within 30 days of the receipt of this email. Your electronic acknowledgment signifies that you have read, understand, and agree to the Terms and Conditions and your 2021 Sales Compensation Plan.

Please review the Terms and Conditions carefully as the Terms and Conditions and Plan provisions have changed in certain respects. For example, your Terms and Conditions clarify the dispute resolution process, and now contain an Arbitration Clause regarding employment disputes and claims, and a Waiver of Class, Collective and/or Representative Claim Clause. These provisions, as with all provisions of the Terms and Conditions apply to all U.S. Fiserv sales associates.

**Below you will find the 2021 Sales Compensation Plan documents:**

- The 2021 Fiserv SMB Regional Sales Business Consultant, Sales Compensation Plan
- The Terms and Conditions (delivered via hyperlink); including Exhibit 1 (restrictive covenant provisions)
- Instructions for signing the Terms and Conditions

The instructions guide you through the process of opening the hyperlink and the four fields of data you provide for electronically signing the Terms and Conditions. Once you have signed the Terms and Conditions you will be able to download and print the signed form.

**Steps you should take:**

- Thoroughly read and review the 2021 Sales Compensation Plan documents
- Address any questions you may have with your manager
- **Electronically sign the Terms and Conditions acknowledging receipt of these documents and post-employment obligations within 30 days of the receipt of this email**
- If you do not electronically acknowledge the Terms and Conditions within the time permitted, you will not be eligible to participate in, and receive incentive compensation under, the Plan.

Thank You!

## Fiserv Sales Compensation Team

**For best results, please open the PDF files and select the hyperlink using your Company-issued computer.**

- 2021 Fiserv SMB Regional Sales Business Consultant, Sales Compensation Plan (PDF attachment)
- 2021 Fiserv Sales Compensation Plan Terms, Conditions, and Acknowledgement (**see U.S. Hyperlink below**)

<https://signnow.com/s/vuU7H7UC>

- Instructions for opening the 2021 Sales Compensation Plan Terms, Conditions, and Acknowledgement Hyperlink and electronically acknowledging acceptance of your 2021 Sales Compensation documents (PDF attachment)

### Mike Keeter

Sales Compensation  
Human Resources  
Phone: 214.282.1931



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**Fiserv SMB Regional Sales Business Consultant  
2021 Sales Compensation Plan  
January 1, 2021**

This document, along with any attachments mentioned in this document or any other document(s) which are incorporated by reference (collectively the “Plan”), is the sole cash incentive compensation program for services Participant provides to Participant’s legal employing entity and its affiliated business units (individually and collectively the “Company”) during the Plan Year (2021). This Plan is subject to and incorporates the terms, conditions, and other provisions contained in the 2021 Fiserv Sales Compensation Plan Terms, Conditions, and Acknowledgment (“Terms and Conditions”).

This Plan commences and is effective on January 1, 2021 (“Effective Date”). Incentive payment(s) under this Plan will be earned and payable as long as Participant meets all of the earnings events for each incentive component as identified in this Plan, is employed as an SMB Regional Sales Business Consultant during the Measurement Period, and acknowledges and complies with the Terms and Conditions.

Capitalized terms not defined in this Plan will have the meanings from the Terms and Conditions.

**Component Overview**

<b>Component</b>	<b>Measurement Period</b>
A. Activation Incentive	Monthly
B. Activation Bonus	Monthly
C. Technology & Solutions Incentive	Monthly
D. Upfront Fees Incentive	Monthly
E. Recurring Revenue Incentive (Including Telecheck)	Monthly
F. Clover Capital Incentive	Monthly
G. Money Network Incentive	Monthly
H. Ramp-Up Payments (only applicable to BAMS Transfer BCs)	Monthly

*Note: ISTAR is the definitive system of record to compile dates, counts, revenues, and all other information used to calculate the above incentives awarded under this Plan.*

## Component A – Activation Incentive (with minimum Qualifying Revenue requirement)

Qualified Location Categories	One-Time Incentive Per Qualified Location
Qualified Locations with Credit Approval Month in 2021	\$125
Self-Sourced Qualified Locations with Credit Approval Month in 2020	\$250
All Other 2020 Qualified Locations, including 2020 Additional Locations	\$75

Qualified Location: A Qualified Location is a Location that:

1. Is credited to Participant in *1STAR* while Participant was in this role;
2. Has produced a minimum of \$75.00 of cumulative Qualifying Revenue within that Location's Qualifying Period; and
3. Remains open at the end of the Measurement Period.

Each Location can only be a Qualified Location in one (1) Measurement Period. A TeleCheck-only Location can be a Qualified Location; however, a TeleCheck Subscriber ID that is affiliated with a Bankcard MID is not a separate Qualified Location for this Component A.

Qualifying Revenue: Qualifying Revenue is Recurring Revenue, including TeleCheck Recurring Revenue, less minimum processing fees and monthly fees. Monthly fees include paper statement, TransArmor, SaaS, Clover App Market App, and other non-transactional fees.

Qualifying Period: The Qualifying Period for each 2021 Location begins the month in which the Location is Credit Approved (the “Starting Month”) and continues through the third (3rd) full calendar month following the Starting Month. The Starting Month for a TeleCheck-only Location is based on installation date in TUMSS, a TeleCheck system. The Qualifying Period for 2020 Locations is defined in Participant’s 2020 Plan.

Self-Sourced: For purposes of this Component A, 2020 Self-Sourced Locations are Lead Accounts that were credit approved in Calendar Year 2020 and were:

1. Directly identified by Participant, not from a Company referral partner (Lead Type = Self Sourced); or
2. Referred by one of Company’s customers (Lead Type = Merchant Refer A Friend); or
3. Referred by a local referral partner, if the partner was directly identified & developed by Participant (Lead Type = Self Sourced).
4. Other cases as specified by Senior Management, in its sole discretion, and as communicated separately from this Plan.

Participants were responsible for identifying 2020 Self-Sourced Locations in the Salesforce.com Lead Type field. TeleCheck-only Locations and all Additional Locations are not considered Self-Sourced for this Component A, regardless of how Participant identified the opportunity.

Qualified Location examples for this Component A:

*Example 1 – Location 1 is Credit Approved in July 2021, meets the \$75.00 Qualifying Revenue requirement in August, and remains open through 08/31/21. Participant will be credited with one (1) Qualified Location for the August Measurement Period.*

*Example 2 – Location 2 is Credit Approved in July 2021 but does not meet the \$75.00 Qualifying Revenue requirement prior to 10/31/21 (the end of this Location’s Qualifying Period). Participant will NOT be credited with a Qualified Location under this Component A.*

*Example 3 - A two (2) Location Contract is Credit Approved in July 2021. Location A meets the \$75.00 Qualifying Revenue requirement in August and remains open through 08/31/21. Location B meets the \$75.00 Qualifying Revenue requirement in September and remains open through 09/30/21. Participant will be credited with two (2) Qualified Locations, with one (1) recognized in each of the August and September Measurement Periods, respectively.*

- When Earned and Payable: Subject to other terms and conditions noted in this Plan and the Terms and Conditions, the Activation Incentive is not earned and payable until Participant has at least one (1) Qualified Location in the Measurement Period (also referred to as “earnings event”).
- Measurement Period: The Measurement Period is one (1) calendar month.
- How the Calculation Works:
  1. Count Participant’s Qualified Locations during the Measurement Period for each category in the Component A rate table.
  2. Multiply each category’s count, from step 1, by the applicable incentive for that category from the same rate table.
  3. Sum the individual category amounts from step 2 to calculate Participant’s total one-time Activation Incentive for that Measurement Period.

### **Component B – Activation Bonus**

<b>Activation Bonus Categories</b>	<b>One-Time Incentive Per Measurement Period</b>
Ten (10) Qualified Locations in a Measurement Period	\$1,000
Twelve or more (12 +) Qualified Locations in a Measurement Period	\$2,000

### **Note: Refer to ‘Component A - Activation Incentive’ for definition of Qualified Locations**

- When Earned and Payable: Subject to other terms and conditions noted in this Plan and the Terms and Conditions, the Activation Bonus is not earned and payable until Participant has at least ten (10) Qualified Locations in the Measurement Period (also referred to as “earnings event”).
- Measurement Period: The Measurement Period is one (1) calendar month.
- How the Calculation Works:
  1. Sum Participant’s Qualified Locations during the Measurement Period.
  2. Compare to the sum to the Component B rate table to determine Participant’s one-time Activation Bonus for the Measurement Period, if any.

## Component C – Technology & Solutions Incentive

<b>Technology &amp; Solutions Incentive</b>	<p>One-Time incentive paid in accordance with the Senior Management Approved Technology &amp; Solutions Buy Rate Grid that is in effect at the <u>beginning</u> of the Measurement Period in which the equipment is deployed.</p> <p>Buy Rate Grids are distributed to Participants separately from this Plan</p>
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- **When Earned and Payable:** Subject to other terms and conditions noted in this Plan and the Terms and Conditions, incentive for a Technology & Solutions Item (“Item”) is not earned and payable until the applicable condition listed below, based on that Item’s lease/rental/sale type, has been met (also referred to as “earnings event”):
  1. Technology & Solutions Sale Item - upon Invoicing
  2. Lease or Rental Item – upon Company’s receipt of the first six (6) months of Lease or Rental payments

Prior to the occurrence of the applicable earnings event, the Company will pay, as an advance, 100% of the Technology & Solutions Buy Rate Grid incentive for each Item deployed in the Measurement Period from Participant’s Contracts. If an Item later fails its earnings event, 100% of that advance will be recovered.

- **Measurement Period:** The Measurement Period is one (1) calendar month.
- **How the Calculation Works:**
  1. For each Item from Participant’s Contracts deployed in the Measurement Period, obtain the one-time Technology & Solutions incentive amount from the Buy Rate Grid in effect at the beginning of that Measurement Period.
  2. For any Item that failed its applicable earnings event during this Measurement Period, calculate the adjustment to recover the prior advance.
  3. Sum amounts from steps 1 and 2 to calculate Participant’s total one-time Technology and Solutions Incentive for that Measurement Period.

## Component D – Upfront Fees Incentive

<b>Upfront Fees</b>	<b>50% of Upfront Fees Invoiced in the Measurement Period</b>
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- **When Earned and Payable:** Subject to other terms and conditions noted in this Plan and the Terms and Conditions, the Upfront Fees Incentive is not earned and payable until Upfront Fees from Participant’s Contracts have been Invoiced and not refunded during the same month or the following three (3) months (also referred to as “earnings event”).

Prior to the occurrence of this earnings event, the Company will pay, as an advance, 100% of the Upfront Fee Incentive upon Invoicing of specific Upfront Fees. If a specific Upfront Fee later fails its earnings event, 100% of the advance will be recovered.

- **Measurement Period:** The Measurement Period is one (1) calendar month.

- How the Calculation Works:

1. Sum Upfront Fees Invoiced in the Measurement Period from Participant's Contracts.
2. Apply the rate from the Component D rate table to the step 1 sum.
3. For any Upfront Fee that failed its earnings event during this Measurement Period, calculate the adjustment to recover the prior advance.
4. Sum the amounts from steps 2 and 3 to calculate Participant's total one-time Upfront Fees Incentive for that Measurement Period.

### Component E – Recurring Revenue Incentive

<b>Rolling 13 Measurement for Tenured Participants</b>	<b>Commission Rates</b>
\$155,000 and above	32.5%
\$125,000 to \$154,999.99	28.0%
\$95,000 to \$124,999.99	24.5%
\$65,000 to \$94,999.99	20.5%
\$50,000 to \$64,999.99	17.5%
\$40,000 to \$49,999.99	12.0%
\$0 to \$39,999.99	7.0%
<b>Non-Tenured Participant</b>	<b>20.0% (minimum)</b>

Commissionable Period: The Recurring Revenue Incentive for each Location may be earned over a period of thirty-six (36) consecutive months (Measurement Periods) beginning with and including that Location's Credit Approval Month ("Commissionable Period"), if Participant is employed during the Measurement Period in a Regional Business Consultant role.

Commission Rate: A Tenured Participant's Commission Rate is determined each Measurement Period by performing a 13-month revenue calculation (the "Rolling 13 Measurement") and comparing the result to the table above under this Component E. Non-Tenured Participant Commission Rates are explained below in this Component E.

Rolling 13 Measurement: The Rolling 13 Measurement is performed each Measurement Period, for Tenured Participants, as follows;

1. Sum all Recurring Revenue, including TeleCheck Recurring Revenue, produced during the Measurement Period and the prior twelve (12) months from Participant's Locations with a Credit Approval Month in the same thirteen (13) month period.
2. Sum Participant's Money Network Revenue Credits from these same 13 months.
3. Sum the totals from steps 1 & 2 and compare this sum to Component E's rate table to determine Tenured Participant's Commission Rate for that Measurement Period.

Non-Tenured Participant: A Participant is a Non-Tenured Participant during Participant's initial month in the Regional Business Consultant role and the twenty-four (24) consecutive months that immediately follow Participant's initial month. During these months, a Non-Tenured Participant will receive a commission rate that is the higher of: 1) the rate determined by performing a Rolling 13 Measurement or 2) 20%. The following is an example of when a Participant is considered a Non-Tenured Participant:

- Hire Date = January 17, 2021
- Initial month = January 2021
- Participant is a Non-Tenured Participant from January 2021 through January 2023

Participant switches from Non-Tenured Participant to Tenured Participant February 2023

Tenured Participant: A Participant becomes a Tenured Participant upon the expiration of her/his Non-Tenured Participant status.

Commissionable Locations: For each Measurement Period, Commissionable Locations are Locations with Credit Approval Month during the Measurement Period or the immediately prior thirty-five (35) months and that are credited to Participant in *ISTAR* while Participant is employed as a Regional Business Consultant.

- When Earned and Payable: Subject to other terms and conditions noted in this Plan and the Terms and Conditions, Recurring Revenue Incentive is not earned and payable until all of the following conditions have been met (also referred to as “earnings events”):
  1. Calculation of Participant’s Recurring Revenue Incentive for Measurement Period, and
  2. Calculation of Measurement Period capping as outlined below.
- Measurement Period: The Measurement Period is one (1) calendar month.
- How the Calculation Works:
  1. Calculate Participant’s Rolling 13 Measurement and determine whether Participant is Tenured or Non-Tenured for the Measurement Period.
  2. Calculate Net Recurring Revenue produced during the Measurement Period for each Commissionable Location.
  3. Apply Participant’s Commission Rate for that Measurement Period, as specified above under this Component E, to each Commissionable Location’s Net Recurring Revenue as calculated in step 2.
  4. Apply caps to any Relationship that meets or has met the 2021 caps specified in this Component E below.
  5. Sum these incentive amounts, net of any cap, to calculate Participant’s Recurring Revenue Incentive for that Measurement Period.
- Subject to Cap: For each Relationship, an annual Recurring Revenue Incentive cap of \$30,000 applies in each Plan Year. On January 1<sup>st</sup> of each Plan Year, annual Recurring Revenue Incentive for each Relationship is reset to \$0 and payment for a specific Relationship is only capped after \$30,000 of Recurring Revenue Incentive has been earned by all Participants under any of Company’s Plans in that Plan Year from that Relationship. Capping one (1) Relationship has no impact on incentives from other Relationships or on other Components under this Plan.

In addition, each TeleCheck Relationship has a separate annual Recurring Revenue Incentive cap of \$30,000 that applies in each Plan Year. On January 1<sup>st</sup> of each Plan Year, annual Recurring Revenue Incentive for each TeleCheck Relationship is reset to \$0 and payment for a specific TeleCheck Relationship is only capped after \$30,000 of Recurring Revenue Incentive has been earned by all Participants under any of Company’s Plans in the Plan Year from that TeleCheck Relationship. A customer of the Company may be both a Relationship and a TeleCheck Relationship. Capping one (1) TeleCheck Relationship has no impact on incentives from other TeleCheck Relationships or on other Components under this Plan.

- Clarification #1: The Participant who obtained the Contract that resulted in a Location is the Participant of record in *ISTAR* and is the only Participant eligible to receive Recurring Revenue Incentive for that Location. Amending an existing Contract or obtaining a new Contract that adds products or services for an existing Location (commonly known as “cross selling into an existing Location”) does not alter or extend the 36 month Commissionable Period for that Location nor does it create eligibility for another Participant to receive Recurring Revenue Incentive on that Location.

Example: Participant A obtained a Contract that resulted in one (1) Location. Six (6) months later, Participant B cross sells additional services for the existing Location. Participant B is not eligible for any Recurring Revenue Incentive from this Location. In addition, the Commissionable Period for this Location has not been altered or extended. Participant A remains eligible, subject to all other terms and conditions noted in this Plan and the Terms & Conditions, for all Recurring Revenue Incentive from this Location including services sold by Participant B. Participant B is not eligible for any Recurring Revenue Incentive from this Location.

- Clarification #2: A Participant who obtains a Contract for a Technology or Solution Item may be eligible for Technology & Solutions Incentive; however, that Participant is not eligible for Recurring Revenue Incentive unless the Participant is also the Participant of record in 1STAR (under this Regional Business Consultant role) for that Location.

Example: Participant 1 obtained a Contract that resulted in one (1) Location. At a later date, Participant 2 obtained a Contract that sold Clover™ equipment to this Location, including a monthly SaaS fee. Participant 2 may be eligible for Technology & Solutions Incentive; however, Participant 2 is not entitled to Recurring Revenue Incentive for the SaaS fees. Participant 1 is eligible for Recurring Revenue Incentive for the SaaS fees sold by Participant 2, subject to all other terms and conditions noted in this Plan and the Terms and Conditions.

## Component F – Clover Capital Incentive

Advance Type *	One-Time Incentive Rates
Clover Capital - New Advance	15%
Clover Capital - Renewal Advance	7%

\* See **Plan Definitions** for Clover Capital - New Advance and Clover Capital - Renewal Advance

- When Earned and Payable: Subject to other terms and conditions noted in this Plan and the Terms and Conditions, the Clover Capital Incentive is not earned and payable until Participant secures at least one (1) Contract resulting in a merchant's Clover Capital - Funding Date during the Measurement Period (also referred to as "earnings event").
- Measurement Period: The Measurement Period is one (1) calendar month.
- How the Calculation Works:
  1. Separately sum Clover Capital - Gross Profit for all of Participant's Clover Capital – New Advance and Clover Capital - Renewal Advance Contracts with Clover Capital - Funding Date in the Measurement Period.
  2. Apply the applicable commission rate in the Component F table to each sum from step 1 to calculate each Advance Type's incentive amount.
  3. Sum the two amounts from step 2 to calculate Participant's total one-time Clover Capital Incentive for that Measurement Period.

## Component G – Money Network Incentive

Money Network Payroll program	\$0.75 per Money Network® card active in the Measurement Period (during each Contract's Incentive Inclusion Period)
Money Network 1099 program	\$0.20 per Money Network® card active in the Measurement Period (during each Contract's Incentive Inclusion Period)

Eligible Money Network Contract: Each Money Network Contract secured by Participant is eligible for the Money Network Incentive during the 36 consecutive calendar months (“Incentive Inclusion Period”) beginning with and including the month it first produces an active card; however, the Contract must produce an active card within 12 calendar months from Contract Signing, inclusive of the Contract month to be an Eligible Money Network Contract.

- When Earned and Payable: Subject to other terms and conditions noted in this Plan and the Terms and Conditions, the Money Network Incentive is not earned and payable until Participant's Eligible Money Network Contracts generate at least one (1) active card in the Measurement Period (also referred to as “earnings event”).
- Measurement Period: The Measurement Period is one (1) calendar month.
- How the Calculation Works:
  1. For each program in the Component G rate table, count all cards from Eligible Money Network Contracts that were active in the Measurement Period.
  2. Multiple these counts by the applicable rate for that program as specified in the same table.
  3. Sum the results from step 2 to calculate Participant's total Money Network Incentive for the Measurement Period.

## Component H – Ramp-Up Payments

**Note:** This Component H is only applicable to Participants that accepted a Notice of Transfer Letter from the Company during calendar year 2020 upon the dissolution of the BAMS Joint Venture.

When Earned and Payable: Subject to other terms and conditions noted in this Plan and the Terms and Conditions, Participant is eligible to receive a Ramp-Up Payment during each of her/his first twenty-four (24) months as a Participant. Participant must be actively employed as a Participant on the last day of a Measurement Period to receive a Ramp-Up Payment for that Measurement Period (also referred to as “earnings event”).

The twenty-four (24) month Ramp-Up Payment schedule was communicated to Participant separately from the Plan in calendar year 2020.

- Measurement Period: The Measurement Period is one (1) calendar month.
- How the Calculation Works:
  1. Determine if the Participant met the earnings event for the Measurement Period
  2. Match the Measurement Period to the separately provided twenty-four (24) month Ramp-Up Payment schedule to determine Participant's incentive under this Component G.

## New Hire Minimum Commission Floor

When Earned and Payable: Subject to other terms and conditions noted in this Plan and the Terms and Conditions, a New Hire is eligible to receive a New Hire Minimum Commission Floor during each of her/his first eighteen (18) months as a Participant. A New Hire must be actively employed as a Participant on the last day of a Measurement Period to receive a New Hire Minimum Commission Floor for that Measurement Period. The amount of the New Hire Minimum Commission Floor will be communicated to Participant separately from this Plan (generally in the Participant's offer letter).

**Note: Participants that accepted a Notice of Transfer Letter from the Company during calendar year 2020 upon the dissolution of the BAMS Joint Venture are not eligible for an 18-month New Hire Minimum Commission Floor.**

During her/his first eighteen (18) months, an eligible New Hire will be paid the greater of:

1. Actual incentives earned under this Plan's Components A through H plus any amounts paid under a contest, campaign, or promotion; or
2. The New Hire Minimum Commission Floor

- Measurement Period: The Measurement Period is one (1) calendar month.
- How the Calculation Works:
  1. Total all incentives payable to eligible New Hire under Components A through H for the Measurement Period, including advances and any amounts paid under a contest, campaign, or promotion.
  2. Pay the larger of the New Hire Minimum Commission Floor or the total from step 1 as New Hire's total incentive for that Measurement Period.

The New Hire Commission Floor is payable monthly, and at the same time as all incentives under this Plan, which is on the final business day of the month following the Measurement Period.

## Plan Definitions:

In addition to the definitions in the Terms and Conditions, the following apply to this Plan:

- **ISTAR:** The proprietary system for calculating incentives under the Plan. *ISTAR* compiles information from various processing/billing systems within the Company. If other systems or reports contradict *ISTAR*, the information in *ISTAR* overrides other systems, reports, or data.
- **Additional Location:** Any Bankcard MID under a Relationship other than the Lead Account. Each Bankcard MID is either a Lead Account or an Additional Location.
- **BAMS:** Bank of America Merchant Services.
- **Bankcard MID:** Unique merchant identification number in the Company's systems for processing Visa™, MasterCard®, and other payment transactions.
- **Clover Capital - Contracted Amount:** For each Clover Capital™ Contract, this is the total amount that merchant commits to pay to Company over time.
- **Clover Capital – Funded Amount:** For each Clover Capital™ Contract, this is the amount that FDGL provides to the merchant on the Clover Capital - Funding Date.

- **Clover Capital - Funding Date:** For each Clover Capital™ Contract, the date FDGL sent the Clover Capital - Funded Amount to the merchant’s bank account (“Purchase Date” in *1STAR*).
- **Clover Capital - Gross Profit:** For each Clover Capital™ Contract, the Clover Capital - Contracted Amount less the Clover Capital - Funded Amount.
- **Clover Capital - New Advance:** A Clover Capital™ advance to a Bankcard MID that does not currently owe a cash-advance balance to FDGL and has not owed a cash-advance balance to FDGL during the 180 days immediately preceding this Contract’s Clover Capital - Funding Date.
- **Clover Capital - Renewal Advance:** A Clover Capital™ advance to a Bankcard MID that currently owes a cash-advance balance to FDGL or owed a cash-advance balance to FDGL during the 180 days immediately preceding this Contract’s Clover Capital - Funding Date.
- **Clover App Market Apps:** Clover App Market Apps are products or services that can be purchased (or subscribed to) by Bankcard MIDs using Clover™ equipment or solutions. This includes proprietary and non-proprietary applications. In general, only 30% of revenue from Clover App Market Apps is counted as Recurring Revenue.
- **Credit Approval Month:** The first calendar month in which a Location has a status “16” in the Company’s systems, per the date in the “APPROVDATE” field in *1STAR*.
- **FDGL:** First Data Global Leasing, one of the Company’s affiliated business units
- **Invoice (Invoicing, Invoiced):** An Invoice is a bill to a merchant. Each bill is Invoiced on the date the bill is transmitted to the merchant.
- **Lead Account:** The initial Bankcard MID in a Relationship. A Relationship has only one (1) Lead Account, based on logic in the Company’s processing system(s).
- **Lead Type:** The source of a sales opportunity as specified in the Salesforce.com Lead Type field for that opportunity. Lead Types include (but are not limited to): Bank Referral, Additional Locations, Merchant Refer A Friend, and Self Sourced.
- **Lease:** A customer’s Contract with FDGL to pay for the use of Company’s equipment, products, or services using a lease agreement, including recourse leases.
- **Location:** A Location is one of the following: 1) a Bankcard MID; 2) a TeleCheck-only Location; or 3) a Bankcard MID with an affiliated TeleCheck Subscriber ID. A Location that is cancelled or closed, for any reason, in the same month as its Credit Approval Month is not a Location and is not eligible for any incentives under this Plan.
- **Money Network Revenue Credit:** Money Network Revenue Credit for Participant’s Money Network Contracts is only used for the Rolling 13 Measurement, is not included in Net Recurring Revenue, and will be calculated as follows:
  - Each Money Network Contract is eligible during the 13 consecutive calendar months (the “Revenue Inclusion Period”) beginning with and including the first month it produces an active card; however, the Contract must produce an active card within 12 calendar months from Signing, inclusive of Contract month.

- The count of Money Network® cards from Contracts in their Revenue Inclusion Period that are active in the Measurement Period will be multiplied by the following applicable revenue crediting rate:
  - Money Network® Payroll Program = \$8.75 per active card
  - Money Network® 1099 Program = \$2.00 per active card
- Sum the results for both programs to calculate Participant's Money Network Revenue Credit for that Measurement Period.
- **Net Recurring Revenue:** The result of the following calculation: Recurring Revenue minus the following deductions:
  - A floor of 8 basis points (8 bp) times MasterCard® and Visa™ net sales volume
  - 12.5% of Recurring Revenue

NOTE: Relationships with Signed sales volume of \$10,000,000 or greater will have a 4 bp floor instead of the 8 bp floor above (except in instances where the Relationship's average ticket is less than \$25, then the 8 bps floor must remain in effect).

Locations that qualify for the 4 bp floor include:

- One (1) Location with a Signed sales volume of \$10,000,000 or greater.
- A new Relationship whose Locations have an aggregate Signed sales volume of \$10,000,000 or greater.
- A new Location for an existing Relationship resulting in an aggregate Signed sales volume of \$10,000,000 or greater.

**Net** Recurring Revenue from TeleCheck Subscriber IDs is defined as 60% of TeleCheck Recurring Revenue (where the 40% reduction represents an estimate of warranty cost and other direct expenses). TeleCheck Recurring Revenue is not subject to the 8 bp floor, 4 bp floor, or 12.5% deductions mentioned in this definition.

**Example 1:**

Participant's Bankcard MID 1 was Credit Approved in 2021 with net sales volume of \$300,000 and Recurring Revenue of \$2,000 in a Measurement Period. The **Net** Recurring Revenue for that Measurement Period is calculated as follows:

$$\begin{aligned} \$2,000 - (\$300,000 \times 0.08\%) - (\$2,000 \times 12.5\%) \\ \$2,000 - \$240 - \$250 = \$1,510 \end{aligned}$$

**Net** Recurring Revenue

**Example 2:**

Participant's TeleCheck-only Location 2 was Credit Approved in 2021 and produces TeleCheck Recurring Revenue of \$2,000 in a Measurement Period. The **Net** Recurring Revenue for that Measurement Period is calculated as follows:

$$\begin{aligned} \$2,000 - (\$2,000 \times 40\%) \\ \$2,000 - \$800 = \$1,200 \end{aligned}$$

**Net** Recurring Revenue

- **New Hire:** A Plan Participant whose participation commencement date in this Plan (either through commencement of employment with the Company or transfer into participation from a non-sales role) is in the Plan Year. New Hire excludes Participants transferring from another sales role, a temporary assignment, or a pilot program within the Company, unless otherwise specified at the sole discretion of Senior Management.
- **Non-Recurring Revenue:** Revenue that is not Invoiced on a recurring basis or is specified here, including but not limited to: Technology & Solutions Sale revenue; Upfront Fees; Lease revenue; Rental revenue, and applicable Revenue Adjustments.

- **Recurring Revenue:** All revenue from a Bankcard MID that is Invoiced on a recurring basis and/or is recurring in nature. Recurring Revenue includes discount revenue, authorization and settlement fees, monthly fees, batch fees, approximately 30% of Clover App Market App revenue, SaaS fees (example: SaaS fees associated with Clover™), and applicable Revenue Adjustments. Recurring Revenue is reduced by the cost of interchange, assessments, payment brand fees, cost of goods sold for items such as gift card plastics, and other direct expenses tied to Recurring Revenue. Recurring Revenue excludes Non-Recurring Revenue, Clover Capital™ revenue, Money Network® revenue, and revenue from selling supplies.
- **Regional Business Consultant:** A Participant under this Plan. A Regional Business Consultant may also be referred to as: Business Consultant, Business Consultant I, Business Consultant II, Senior Business Consultant, SMB Regional Sales Business Consultant, or BC.
- **Relationship:** A customer for Company's processing services as defined in the Company's processing system(s). Each Relationship has only one (1) Lead Account and may have Additional Locations. A customer can be both a Relationship and a TeleCheck Relationship.
- **Rental:** A customer's Contract with Company to pay for the use of Company's equipment, products, or services using Company's rental agreement.
- **Revenue Adjustments:** Changes to an Invoice that reduce or increase the balance due and revenue recognized from that Bankcard MID or TeleCheck Subscriber ID. An example of a Revenue Adjustment is a revenue reduction or increase to correct prior over or under billing.
- **SaaS:** Software as a Service.
- **Technology & Solutions Sale:** The purchase by a customer of equipment, products, or services from the Company using Company's sale agreement.
- **TeleCheck-only Location:** A TeleCheck Subscriber ID not affiliated with a Bankcard MID.
- **TeleCheck Recurring Revenue:** Revenue from a TeleCheck Subscriber ID that is Invoiced on a recurring basis and/or is recurring in nature. TeleCheck Recurring Revenue is calculated as follows: 1) check volume is multiplied by the contractual rate; plus 2) transaction count is multiplied by the contractual transaction fee(s); plus 3) minimums; plus 4) statement fees; and minus or plus 5) applicable Revenue Adjustments.
- **TeleCheck Relationship:** A customer for Company's TeleCheck services, identified by TeleCheck Bill-to ID. TeleCheck Relationships have one or more TeleCheck Subscriber ID(s). A customer can be both a Relationship and a TeleCheck Relationship.
- **TeleCheck Subscriber ID:** The identification number for one (1) TeleCheck product/service for a specific customer. A TeleCheck Subscriber ID is normally affiliated with a Bankcard MID when a customer uses the Company for card and check processing.
- **Upfront Fees:** One-time fees Invoiced to a customer by Company. Upfront Fees include setup, application, and installation activity.

# Instructions on Signing your Sales Compensation Terms and Conditions (T&Cs)

## Step 1:

- Open the Comp Plan Email using your company issued laptop and locate the hyperlink to the T&Cs (much like the screenshot below).
- Click the hyperlink in the email to open the T&Cs
- Try “Ctrl & Click” is a simple “Click” is not successful

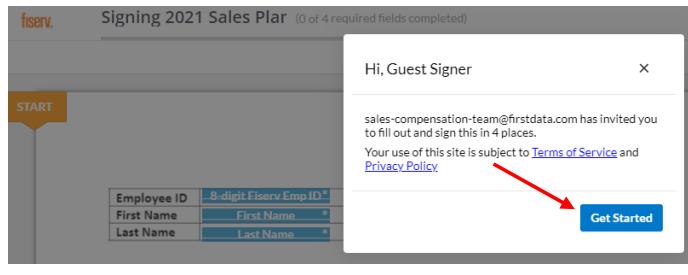
**For best results, please open the PDF files and select the hyperlink using your Company-issued computer.**

- 2021 Fiserv Sales Compensation Plan (PDF attachment)
- 2021 Fiserv Sales Compensation Plan Terms, Conditions, and Acknowledgement (see **Hyperlink** below)  
<https://signnow.com/s/MPPDF6eG>
- Instructions for opening the 2021 Sales Compensation Plan Terms, Conditions, and Acknowledgement Hyperlink and electr

## Step 2:

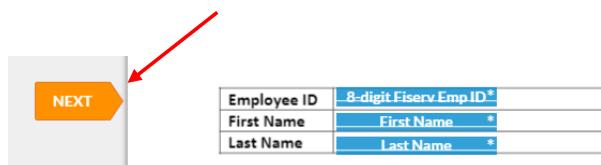
A screen like this should appear

- Click "Get Started"



The screenshot shows the Fiserv eSignature interface for 'Signing 2021 Sales Plan'. It displays a modal window titled 'Hi, Guest Signer' with instructions: 'sales-compensation-team@firstdata.com has invited you to fill out and sign this in 4 places. Your use of this site is subject to [Terms of Service](#) and [Privacy Policy](#)'. A red arrow points to the 'Get Started' button at the bottom right of the modal.

**Note:** At anytime you may click on the orange "Next" button to transport you to the next fillable field



The screenshot shows the Fiserv eSignature interface with an orange 'NEXT' button highlighted with a red arrow. Below it is a table with three rows: 'Employee ID' (8-digit Fiserv Emp ID\*), 'First Name' (First Name \*), and 'Last Name' (Last Name \*).

## Step 3:

On the document there are four (4) places to enter information: three at the top and one towards the bottom. These are indicated by the orange "Next" buttons shown below.

The orange buttons will guide you to each of the four places to enter information



Employee ID	8-digit Fiserv Emp ID*
First Name	First Name *
Last Name	Last Name *

### 2021 Fiserv Sales Compensation Plan Terms, Conditions, and Acknowledgements

1. **Eligibility and Earning Compensation Under the Plan.** Participation in this Plan is subject

The fourth box can be found towards the bottom of the document



conditions of Participant's employment at any time at its sole discretion.

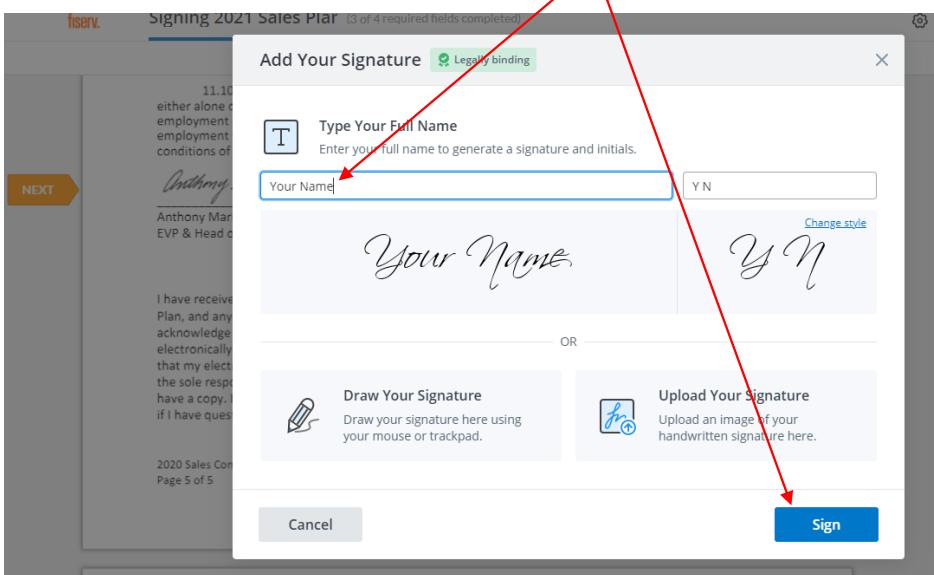
*Anthony S. Marino*  
Anthony Marino  
EVP & Head of Human Resources

**Signature Field \***

**Note:** It is recommended you complete the signature requirement by using either the “Type” or “Draw” signing options from the box shown below (see the red circle)

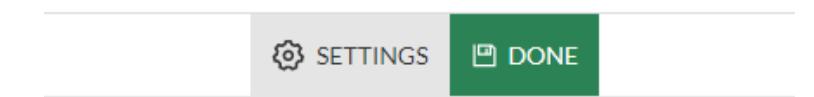
If you use the “Type” option you will:

1. Type your name into the Guest Signer box, then
2. Click the “Sign” button



**Step 4:**

- Once all four fields are entered, the “Done” button at the top of the page will turn green
- Click “Done”
- **NOTE:** You must hit “Done” to complete the signature process



**Step 5:**

- After clicking “Done” in Step 4 you can get a copy of the signed T&C via download or email

